

COALITION – ABMEI, AEA/IFPTE Local 21, AMSP, CAMP/IFPTE Local 21, IBEW, OE3

AND

THE CITY OF SAN JOSE

PURPOSE

The parties are entering into coalition bargaining because of the unique and complex nature of pension issues and the interest of all parties in achieving pension reform in a manner that is beneficial to both the employees and the people of San Jose.

GENERAL PROCESS

1. All parties agree that it is our goal to achieve agreement through good faith negotiations and that maximum use of mediation or special negotiating session shall be employed before resorting to job actions, declarations of impasse or imposition terms.
2. Each individual Union participating in the Coalition and the City shall designate their own chief spokesperson(s) that shall have the authority to negotiate and enter into tentative agreements on behalf of their respective members.
3. Each Union participating in the Coalition and the City will have permanent negotiating team members. However, the parties may change team members during the negotiation process upon advance notice, as soon as practical, to the other team.
4. The parties agree that prior to another person being present at the negotiation sessions, other than the Unions' negotiating team and the City's negotiating team, they will give the other side notice as soon as practical, including the name of the other person.
5. Each Union participating in the Coalition and the City will ensure that their designated representative(s) attends every negotiation session; and when that is impractical, the session will be rescheduled.
6. Either party may caucus at any time, with the understanding that the caucus time is reasonable and provides an estimated conclusion time.
7. Any Tentative Agreement must be in writing and signed by the designated representative for each Union agreeing to the Tentative Agreement and the City.
8. Any Union in the Coalition and the City may enter into a Tentative Agreement at any time and does not require agreement by any other party in the Coalition. A Tentative Agreement, including any tentative agreements reached during the negotiations on individual issues, is subject to ratification by the applicable Union's membership and approval of the City Council in open session. Each Union participating in the Coalition

agrees that they will make good faith efforts when recommending a Tentative Agreement to the union membership and the City's negotiating team agrees that it will make good faith efforts when recommending a Tentative Agreement to the City Manager and the City Council.

9. Any member of the Coalition, including the City, may choose to withdraw from negotiations as a member of the Coalition. Withdrawal from the Coalition is without prejudice to the withdrawing organization's right to bargain with the City or the City's duty to bargain. Withdrawal from the Coalition by any member will convert the negotiations to bargaining with the withdrawing Union separately, starting with the City's last proposal on the table. The City may continue coalition bargaining with the remaining members of the Coalition.

RELEASE TIME

10. The City will authorize release time from regular duties for up to three (3) representatives from each bargaining unit to participate in the negotiation sessions. Representatives shall use the City Paid Union Release Time (URT) payroll code for any paid time off authorized by the City in the negotiation process. Representatives shall not receive compensation for sessions that may occur outside their regular working hours.

INFORMATION REQUEST

11. Recognizing the value of expeditious negotiations, the City will make every effort to provide information requested by Union representatives, including but not limited to actuarial analyses, budget data and labor market information.

MEETING LOCATION

12. The Unions and City will alternate meeting locations.

FOR THE COALITION

ABMEI _____

AEA/IFPTE Local 21 _____

AMSP _____

CAMP/IFPTE Local 21 _____

IBEW _____

OE3 _____

FOR THE CITY OF SAN JOSE
